

## TABLE OF CONTENTS

ARTICLE	PAGE
1 Recognition	2
2 Union Representatives-Stewards	2
3 Dues Checkoff	3
4 Seniority	4
5 Procedure for Staff Reduction	5
6 Hours of Work	5
7 Overtime/Standby/Callback	6
8 Holidays	8
9 Vacations	9
10 Leaves of Absence	10
11 Grievance Procedure	14
12 Insurance	16
13 Health and Safety/Uniforms	17
14 General Conditions	18
15 Performance Evaluations	20
16 Job Classifications	20
17 Wages	20
18 Effective Period	21
Signature Page	21
Appendix A Job Classifications and Pay Scale	22
Appendix B Electric Apprentice Program	23
Appendix C Gas Operator Qualification Program	25
Appendix D Electric Technician	26

THIS AGREEMENT is entered into by and between the City of Tipton, Iowa hereinafter referred to as "Employer," and the United Electrical, Radio and Machine Workers of America, Local 893 Iowa United Professionals, hereinafter referred to as "Union".

## ARTICLE 1.

### Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 5431 dated June 4, 1996, to-wit:

INCLUDED: All full-time and part-time employees in the following classifications: Line Person; Apprentice Line Person; Electric Technician, Power plant operator; Gas Operator, Garbage truck driver; Refuse collector; Equipment operator; and Account Clerk.

EXCLUDED: City Manager; City Clerk; Deputy City Clerk; Gas Superintendent; Water and Waste Water Superintendent; Electric Superintendent; Public Works Director, Assistant Public Works Director; all other employees of the City of Tipton and all other persons excluded by Section 20.4 of the Act.

Section 2. The parties further agree that any classification added to or deleted from the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification, and employees in those classifications will be included or not included within the bargaining unit as the case may be.

## ARTICLE 2.

### Union Representatives--Stewards

Section 1. The Employer agrees to permit any authorized non-employee Union representative to have access to the City facilities and working sites for the purpose of adjusting grievances or conducting other legitimate Union business as described in Section 2 below. The representative agrees to notify the City Manager and obtain permission to confer during working hours. Such permission will not be denied by the City, unless participation in such conference will interfere with the normal operations of the department.

Section 2. The Employer recognizes the right of the Union to designate a steward or stewards to handle Union business. The Union shall keep the Employer notified of the identity of the Union steward(s) at all times. It is understood and agreed that only one (1) employee steward or representative will be designated to participate while on pay status in any one (1) specific duty or activity set forth below. The authority of the steward designated by the Union, as it relates to this Agreement to be conducted during the regular workday, shall be limited to the following duties and activities:

a) To investigate any alleged grievance within the bargaining unit which the steward represents, provided the steward secures prior permission from the City Manager to conduct such investigation for a reasonable time as determined and approved in advance by the Manager.

b) The presentation of grievances with his/her Employer or designated Employer representative in accordance with the provisions of this Collective Bargaining Agreement.

c) The transmission of all authorized bargaining unit information which is in writing; or, if it is verbal, it is of such routine nature that it does not cause work slowdown or work stoppage or interfere with the Employer's business.

d) To be present in any meeting between the Employer and employee, when requested by the employee, when the employee reasonably believes that discipline may result.

Section 3. Time spent by the designated steward acting under this Article shall be entitled to pay up to three (3) hours per month, up to a maximum of twenty—four (24) hours per year. Time spent by the steward on the above activities, whether on pay status or not, shall not be counted as hours worked for the purposes of calculating overtime. The maximum amount the Employer will be obligated to pay under this Article in any one (1) month is three (3) hours, regardless of the activity or activities occurring or number of stewards involved.

### ARTICLE 3. Dues Checkoff

Section 1. The Employer will make monthly deductions from the wages of each employee covered by this Agreement if the employee provides the Employer with written authorization to make such a deduction. The monthly deductions shall be divided between the first two (2) paychecks of the month. The deductions will be made for monthly Union dues, which may include a Two Dollar (\$2.00) per month supplemental dues deduction, in the amounts certified in such authorizations by the employee or as the same may be modified by written notification from the Union. The Employer will remit such money, together with a statement listing the amount of money withheld from each employee, to the Union no later than ten (10) days after the payment of the second monthly paycheck.

Section 2. Any authorization to deduct monthly Union dues may be revoked by the employee at any time, upon thirty (30) days' written notice to the City, and shall automatically be canceled upon termination of employment. The employee shall also send written notice to the Union.

Section 3. The Union, its successors and assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages or judgments brought by an employee, representative or agent of any employee or against any liability found against the Employer arising out of the operation of this Article or as a result of any action taken by the Employer in reliance on individually authorized deduction forms furnished to the Employer by the Union. Nothing herein shall be construed as creating any obligation on the part of the Employer for the payment of any Union dues or deductions on behalf of the employee.

#### ARTICLE 4.

##### Seniority

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire, including service in a temporary position. Employees entering the bargaining unit from positions exempted by statute from collective bargaining shall include, for the purposes of seniority under this Article, only time spent in positions not exempted by statute from collective bargaining. All time spent in positions exempted from collective bargaining by statute shall not be included in the employee's seniority. In the event two (2) employees have the same date of hire, for the purposes of this Article, seniority for those individual employees under the same date of hire shall be placed on the seniority list in alphabetical order.

Section 2. The Employer shall prepare and post complete seniority lists of the employees covered by this Agreement on July 1 of each year. This list shall contain each worker's name, job classification and seniority date. A copy of the list will be given to the Union. Anytime that seniority lists are revised during the term of this Agreement, a revised list shall be posted and a copy shall be given to the Union. Employees shall have thirty (30) days after the date that the seniority list is posted in which to protest the correctness of their seniority date.

Section 3. Seniority shall continue for all periods of sick leave, family medical leave or workers' compensation. The seniority of an employee shall terminate if the employee voluntarily terminates employment for any reason, including retirement; is discharged; fails to report to work after notice of recall within the time limit set out in this Agreement; is laid off for a period exceeding twelve (12) months; is absent from work for two (2) consecutive workdays without notice to and approval by the Employer, unless evidence satisfactory to the Employer clearly provides that the employee was physically unable to give notice to the Employer; fails to report to work on the next scheduled workday following completion of a leave of absence without written approval of the Employer; or gives a false reason for obtaining leave of absence. If a discharged employee is ordered reinstated to work by any Court, based on the Employers violation of the law or public policy, or by the Employer, the Employer agrees to restore the employee's seniority up to the date of the final order.

Section 4. If there is a position vacancy in any bargaining unit position, and if the Employer makes a decision to fill that position, the Employer shall post a notice of such position vacancy on the bulletin board used by the Employer for ten (10) workdays during which time a present employee may apply for such vacancy. In filling a vacancy, if all factors are equal, seniority will prevail. Seniority within the classification shall govern first; after that overall unit seniority shall govern. Notification will be given to all unsuccessful bargaining unit applicants within three (3) workdays following the selection.

#### ARTICLE 5.

##### Procedure For Staff Reduction

Section 1. When the Employer determines that layoffs within the classification are necessary, the employees with the least seniority within the affected classification shall be laid off first. The employee removed may then replace the least senior worker in any lower job classification within the bargaining unit for which the employee is qualified. A temporary, probationary or part-time employee performing duties within the affected classification shall be laid off first, in that order. No temporary or probationary employee shall have any right of recall. On recall from layoff, employees, within a department, will be returned to work in the reverse order in which they were laid off.

Section 2. The Employer agrees, insofar as is possible, to give at least twenty (20) calendar days' notice to the Union and any employee who is to be laid off, except where staff reduction is caused by events beyond the control of the Employer.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's latest advised address.

Section 4. No new employee will be hired for a job in the affected classification until an employee laid off from that classification has failed to comply with a notice of recall.

Section 5. An employee shall report to work within seven (7) calendar days after the notice of recall is returned, either signed or undeliverable, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report to work on said later effective date.

#### ARTICLE 6.

##### Hours of Work

Section 1. The normal workweek for regular, full-time employees, for the purposes of this Article, shall commence at 12:00 a.m. on Thursday and shall end at 12:00 a.m. on the following Thursday.

Section 2. The work schedules for all employees shall not be construed as a guarantee of hours of work or a particular workweek and may be changed by the Employer from time to time to meet the Employer's requirements if it is determined by the Employer that the change will best provide the service to be rendered or to accommodate the public being served. An employee's hours of work will not be changed solely to avoid the payment of overtime, except as provided in Section 4 below. The Employer shall give the Union and the employee as much advance notice as possible of any major change in work schedules.

Section 3. The normal work schedule for employees under this Agreement shall be as follows:

a) The normal workday shall be from 7:30 a.m. through 4:30 p.m., Monday through Friday, with an unpaid lunch period of one (1) hour for personnel assigned to City Hall. The normal workday for all other employees shall be from 7:15 A.M. through 4:00 P.M., Monday through Friday, with an unpaid lunch period of 45 minutes. . Early or later starting and ending times may be mutually agreed upon between the worker and immediate supervisor.

b) To the extent reasonably possible, each employee shall receive a fifteen (15) minute break during the first half of the workday and a fifteen (15) minute break during the second half of the workday. Any employee who works more than three (3) consecutive hours beyond their regular shift, to the extent reasonably possible, will receive an additional fifteen (15) minute break. The times and arrangements for lunch and rest periods may vary. A break period cannot be added to the lunch period and cannot be accumulated or carried over to the next day.

Section 4. If, at any time, it is determined that an above-stated normal work schedule requires the paying of overtime under the Fair Labor Standards Act, the Employer shall have the right to immediately rearrange the normal work schedule to avoid the necessity of paying overtime solely as a result of an employee working the normal work schedule. In the event of the necessity to rearrange the work schedule on the Fair Labor Standards Act, the Employer will notify the Union as soon as possible.

## ARTICLE 7.

### Overtime/Standby/Callback

#### A. Overtime.

Section 1. Overtime shall be defined as any time properly authorized by the Employer in excess of the employee's normal forty (40) hour work week, in excess of the employee's normal eight (8) hour work day, or Saturdays and Sundays. An employee shall be required to work such overtime as the Employer requires.

Section 2. No employee shall be paid or otherwise compensated more than once for work performed; nor shall pay, compensation or benefits be pyramided.

Section 3. Overtime shall not be used to punish or reward employees.

Section 4. In determining whether an employee is entitled to overtime, only hours actually worked shall be counted in determining whether an employee is entitled to overtime. Vacation, sick leave, holiday leave, jury duty, military leave and compensatory time off shall not be counted as hours actually worked in determining overtime.

Section 5. Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay, as set out in Exhibit A, or taken as compensatory time. The option of pay or compensatory time shall be decided by the employee, at the time the overtime is earned. If no decision is made at that time, the overtime shall be paid as set forth above.

Section 6. An employee may request compensatory time off in lieu of overtime pay at the rate of one and one-half (1 ½) hours compensatory time earned for each hour of work performed in excess of forty (40) hours per week. The request for compensatory time off is subject to the approval of the City Manager. No employee shall maintain a balance of unused compensatory time in excess of sixty (60) hours. An employee may request a pay out of any banked compensatory time no more than two (2) times per year. All compensatory time shall be used within the fiscal year earned. Unused compensatory time shall be paid on the last day of the fiscal year in which it was earned, at the employee's regular hourly rate of pay. Compensatory time shall also be paid upon the employee's separation from service.

#### B. Standby.

Section 1. Standby is defined as time when the Employer specifically requires an employee to carry a pager and be immediately available to report for duty during a scheduled time off. "Immediately available" means the employee must report for duty within one-half (½) hour of being called to work. An employee who fails to comply with the Employer's directive is subject to discipline. The terms "standby" and "on-call" are synonymous for the purposes of this Article.

Section 2. An employee required to be on "standby" will receive one (1) hour of straight time pay for each weekday, Sunday through Thursday, the employee is required to be on standby. An employee required to be on "standby" on Friday or Saturday or a holiday as designated in this Agreement shall receive three (3) hours of straight time pay. Standby constitutes a continuous period from the end of the employee's work shift to the beginning of the next work shift, but, in no event, greater than twenty-four (24) hours. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or approved leaves of absence as defined in this contract.

Section 3. An employee on standby who is called into work shall receive callback pay. If the additional time worked causes the employee to actually work more than forty (40) hours in the workweek, the employee will receive overtime pay for the time actually worked in excess of forty (40) hours.

Section 4. If an employee is on standby and does not report to work within the required one-half (½) hour after receiving notice to report for duty, the employee shall forfeit the callback pay, described in this Article, and may be subject to discipline. The forfeiture of callback pay under the provisions of this

section does not relieve the employee from the requirement to be on standby for the remainder of the standby period. The employee will not be required to forfeit the callback pay for failing to report to duty within one-half (½) hour after receiving notice, provided the employee had received advanced permission from the Employer waiving the one-half (½) hour report time or establishing a different report time period or was unable to report within the prescribed period due to an emergency, weather conditions or other events beyond the employee's control. If the employee and Employer agree to establish a different reporting time and the employee does not report to work within the agreed upon report time, the forfeiture provisions set forth above shall apply.

### C. Callback.

Section 1. An employee will be considered to have actually worked a minimum of one (1) hour regular pay in the event the employee is called back to work by the Employer. All time actually worked during the callback shall be considered as hours actually worked for the purpose of computing overtime.

Section 2. Callback does not apply if the employee is called to work one (1) hour or less prior to the start of the employee's shift, in which case the employee will be considered to have actually worked from the time the employee reported to work. Callback does not apply where an employee is ordered to work beyond the end of the employee's regular shift.

## ARTICLE 8.

### Holidays

Section 1. The following eleven (11) days are designated as holidays, to-wit: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas eve, Christmas Day and two (2) personal float days.

Section 2. When a holiday falls on a Saturday, the Friday preceding said holiday shall be declared the holiday. When a holiday falls on a Sunday, the Monday following the holiday shall be declared the holiday for the purpose of this Article. (This section does not apply to the personal float day.)

Section 3. If an employee is required to work on a holiday, the employee shall be paid one and one-half (1 ½) time the employee's regular hourly rate.

Section 4. All employees covered under this Agreement will be paid for eight (8) hours of regular pay for each holiday recognized above, provided that:

- a) The employee has worked for thirty (30) calendar days.
- b) The employee has worked the last scheduled workday and the first scheduled workday following such holiday. (Employees who are on authorized leave time shall be considered as having worked for the purpose of receiving holiday pay.)
- c) In the event a holiday occurs while an employee is on vacation or authorized sick leave, the day will be considered and paid as a holiday and not as vacation or sick leave.



Section 5.

- a) The personal float days will only be considered a holiday for the individual taking the float day. An employee's use of the personal float day will not be recognized as a holiday for the other employees and will not trigger the holiday pay provisions above.
- b) The personal float days must be used during the fiscal year or forfeited and may not be carried over.
- c) The employee must give at least three (3) workdays notice in advance of the date the employee desires to use this personal holiday.

ARTICLE 9.

Vacations

Section 1. An employee shall earn paid vacation after continuous period of service pursuant to the following schedule:

- a) Following the completion of six (6) months of employment, three (3) working days of vacation will be earned.
- b) Following the completion of one (1) year of employment, five (5) working days of vacation will be earned.
- c) Following the completion of two (2) years of employment, ten (10) working days of vacation will be earned.
- d) Following the completion of three (3) years of employment, ten (10) working days of vacation will be earned.
- e) Following the completion of four (4) years of employment, eleven (11) working days of vacation will be earned.
- f) Following the completion of five (5) years of employment, eleven (11) working days of vacation will be earned.
- g) Following the completion of six (6) years of employment, twelve (12) working days of vacation will be earned.
- h) Following the completion of seven (7) years of employment, twelve (12) working days of vacation will be earned.
- i) Following the completion of each year thereafter, the employee shall earn one (1) additional working day of paid vacation up to a maximum of twenty-five (25) working days of vacation.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest and recreation from the employee's regular job so that the employee may return to work refreshed. The use of vacation time is granted freely in accordance with the needs of the City of Tipton.

Section 3. If more than one (1) employee turns in a vacation request for the same day(s), the employee who turned in the request first will be given the requested time off. If the requests are turned in at the same time, the most senior employee will be given the time off.

Section 4. In the event a holiday occurs during an employee's vacation period, such day will be counted as a holiday and not as a day of vacation. In the event of illness or injury while an employee is on vacation leave, that portion of the vacation leave may be substituted for and charged against the employee's accrued sick leave upon submission of medical verification, acceptable to the Employer, verifying the employee was under a physician's care contemporaneous with the illness or injury, up to a maximum of two (2) days. Such substitution may only be taken in eight (8) hour increments.

Section 5. Accrued vacation leave may be taken by an employee from time to time as approved by the employee's supervisor and City Manager. All vacation leave must be taken in whole hour increments. An employee must notify the supervisor as soon as the employee knows that vacation leave will be requested. Once vacation leave has been approved, it must be taken, unless specific authorization is received from the City Manager to cancel or change the vacation leave.

Section 6. Vacation time must be used within twelve (12) months of entitlement which will be based on an employee's employment anniversary date. No employee will lose vacation as a result of the change from fiscal year to anniversary date. Vacation time may be carried over to the following year with approval from the City Manager up to a maximum of three (3) days, if the Employer reasonably determines that the employee was unable to use the entire vacation leave accrued as a result of a denial of a requested vacation leave by the Employer or circumstances beyond the control of the employee.

Section 7. A request for vacation will not be unreasonably denied by the Employer. Vacation days shall be computed as days worked for the purposes of calculating seniority and the accrual of other benefits under this Agreement, but shall not be considered as hours of work for the purposes of computing overtime.

Section 8. Upon separating from service, employees will be paid for any unused, earned vacation.

## ARTICLE 10.

### Leaves of Absence

#### A. Sick Leave.

Section 1. An employee shall earn eight (8) hours of sick leave for each month of employment to a maximum accumulation of one thousand (1000) hours.

Section 2. Sick leave may be used for personal illness and injury including medical or dental appointments during work hours, subject to the provisions set out hereafter.

Section 3. An employee may use up to forty (40) hours of sick leave in the contract year if it is necessary for the employee to take care of the employee's spouse, child, stepchild or a member of the employee's immediate household due to the serious illness or injury of such a person. This includes

*accompanying such person as listed above to medical and dental appointments, if necessary.*

Section 4. The father of a newborn child, or of a newly adopted child, may use up to twenty-four (24) hours of paid sick leave for the purpose of caring for the mother and child. This leave will not constitute an occurrence under the provisions of Section 5 below. Employees may combine the above leave with vacation leave or personal float holiday, if available or with unpaid leave if permitted.

Section 5. An employee who uses a cumulative total of forty-eight (48), or more hours of sick leave in three (3) or more occurrences during any contract year, or upon the Employer's request, shall furnish the employee's supervisor with a doctor's certificate for each absence due to sickness or injury for the remainder of the contract year, which certificate is to be obtained by the employee at the employee's cost.

Section 6. To be eligible for sick leave payment, an employee shall notify the employer as soon as possible, but in any event, not later than ten (10) minutes after the starting time of the employee's workday, unless the employee is unable to notify the employer because of an emergency.

Section 7. No employee is entitled to compensation for unused sick leave time and termination of service shall terminate any and all obligation of the employer in connection with the unused sick leave time.

Section 8. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer who should be covered by workers compensation. An employee who is injured while on the job for the City may elect in writing to use up to twenty-four (24) hours of sick leave, if it is available, during the statutory waiting period. Any amount of sick leave taken by an employee pursuant to the previous sentence shall be chargeable against the employee's sick leave, provided that this benefit shall not be available to an employee who fails to report an injury to the supervisor within twenty-four (24) hours of the occurrence.

Section 9. An employee receiving worker's compensation benefits for a job-related injury or illness may elect to receive sick leave pay if it is available on a pro rata basis to off set any difference between the worker's compensation benefits and the employee's regular rate of pay, up to a maximum of thirty (30) hours of sick leave pay per year. In no event may the employee's combination of worker's compensation benefits and sick leave pay permit the employee to earn more than the regular rate of pay earned immediately prior to the injury or illness.

Section 10. Sick leave shall be taken in increments of at least one (1) hour at a time. An employee on sick leave shall receive the employee's regular rate of pay as set out in the appendix wage schedule.

Section 11. Employees may donate vacation days at their discretion to a "Leave Bank" to be maintained by the City Clerk. Donations must be a minimum of one hour of leave. Employees donate vacation time must have a minimum of 120 hours of accumulated sick leave in their account and must retain five (5) days accumulated vacation after the donation. Said sick leave shall be available to eligible employees who, by reason of serious illness or injury, have exhausted their available vacation and sick leave. Determination of eligibility to receive banked leave shall be made by the City Manager following a review and recommendation by the Labor/Management Committee. Vacation hours donated shall be at the hourly rate earned by the employee making the donation. Sick leave hours received shall be at the hourly rate earned by the recipient.

**B. Funeral Leave.**

Section 1. An employee will be granted up to four (4) days of paid leave for the purpose of making arrangements or attending the funeral of the employee's spouse, child, parents, sister, brother or member of the immediate household.

Section 2. An employee will be granted up to two (2) days of paid leave in order to attend the funeral of the employee's mother-in-law, father-in-law, grandparents, spouse's grandparents, uncles, aunts, brother-in-law, or sister-in-law.

Section 3. Funeral leave shall only be used for the scheduled workdays falling within the period commencing upon the death and extending through the day after the funeral. To qualify for funeral leave pay, the employee must attend the funeral.

Section 4. An employee may request not to exceed one (1) day of time off without pay to attend the funeral of a friend or to serve as a pallbearer.

Section 5. If additional time is needed for the above situations the Supervisor may grant a leave of absence without pay not to exceed three (3) working days, provided such leave will not disrupt the operations of the employee's department.

**C. Leave of Absence Without Pay.**

Section 1. When staffing needs allow, the City may grant an employee's written request for a leave of absence without pay, provided the request is based upon good and sufficient reasons, which may include an employee's request for leave to participate in Union matters. A request for a leave of absence without pay, which exceeds a three (3) day period, must be accompanied by a detailed written request submitted to the City Manager for approval.

Section 2. In the event an employee fails to return to work at the end of any leave of absence without pay, the employee shall be deemed to have voluntarily resigned on the last day of such leave, unless such failure to return to work is excused by the Employer. In the event an employee becomes gainfully employed while on leave of absence without pay, the employee shall be considered to have voluntarily resigned.

### *Section 3. During a leave of absence without pay, the employee:*

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life and disability insurance plan;
- c) shall not receive compensation, or earn leave benefits or any other job benefits or allowances;
- d) shall not acquire additional seniority;
- e) shall not be entitled to holiday leave, or any other leave;
- f) may not contribute to municipal retirement funds or programs.

The Employer may make an exception in writing to any of the above conditions (a-e) for unpaid leaves not exceeding thirty (30) days.

Section 4. Employees on a leave without pay shall not accrue vacation leave, sick leave, and are not eligible for holiday pay for any holidays that may occur during the leave period. If leave without pay is the result of documented physical or other incapacity, the City will continue its contribution for all insurance benefits provided the employee until final resolution of the employee's incapacity, but in no event beyond twelve (12) weeks. The employee must pay their share of the insurance costs during the period of time that leave is taken. If the leave without pay is requested by the employee for reasons other than an incapacity to perform the duties of the position, the City's contribution for insurance benefits shall terminate after thirty (30) days, but the employee may remain on the City's plan at their own expense if permitted under COBRA.

#### D. Jury/Witness Duty.

Section 1. An employee who is summoned for jury duty or called as a city witness shall receive a paid leave of absence for the time the employee spends on such duty. Said employee shall turn over to the Employer any jury service or witness fees to which the employee is entitled.

Section 2. An employee who is summoned for jury duty but who is not selected, shall return to work and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.

Section 3. If an employee is subject to call for jury duty, the employee shall promptly notify the employee's immediate supervisor.

#### E Military Leave.

Section 1. The Employer shall comply with the statute (§29A.28, Code of Iowa) granting leave of absence for military pay, as the same may be amended from time to time.

F. Voting Leave.

Section 1. The Employer shall comply with the statute (§49.109, Code of Iowa), as the same may be amended, granting an eligible voter time to vote.

G. Family and Medical Leave.

Section 1. An unpaid leave of absence will be granted to employees, upon the employees' request, for the following reasons:

a) To care for an employee's child after birth, or placement for adoption or foster care, if within one (1) year of the event.

b) To care for the employee's spouse, son, daughter, parents or parent who has a serious health condition.

c) For the employee's own serious health condition that prevents the employee from performing the employee's job.

Section 2. Nothing in the Leave of Absence Without Pay provisions of this Agreement shall be construed as a waiver of the employees or Employer's rights under the Family and Medical Leave Act (FMLA). Where there is an un-resolvable conflict between the provisions of the FMLA and this Agreement, the provisions of the FMLA shall apply.

ARTICLE 11.  
Grievance Procedure.

Section 1. A grievance is defined as a dispute arising between the Employer and the Union or any employee, as to the meaning or application of the provisions of this Agreement. A grievance shall be placed in writing and shall contain a statement indicating the issue involved, the relief sought, the date the incident or violation took place and the section or sections of the contract implicated. The grievance shall be presented to the designated Employer representative on forms furnished by the Union. The Union may process a grievance on its own.

Section 2. An employee may consult with a Union steward or representative during working hours, regarding a grievance, provided the steward or representative secures prior permission from the City Manager to consult with the employee and such consultation will not interfere with the normal operations of the department or departments involved.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step I. An employee who has a grievance shall orally notify the employee's immediate supervisor as close to the occurrence of the event giving rise to the grievance as possible, and the parties shall make a reasonable effort to resolve the dispute between themselves, with or without the steward within seven (7) workdays.

*Step II.* Any grievance not settled in Step I may be presented before the City Manager or designee in writing as set forth in Section 1 above, within ten (10) workdays of the incident or occurrence giving rise to the grievance. A meeting will be held with the employee, employee representative, if any, and designated representative of the Employer to investigate the grievance and attempt to resolve the grievance within five (5) workdays after the written grievance is filed. A written answer to the grievance will be issued to the Union within three (3) workdays of the meeting. Failure of the Manager to issue a decision within said three (3) workdays shall be deemed a denial, and the grievance may be appealed to the next step.

*Step III.* Any grievance not settled in Step II of the grievance procedure may be appealed to arbitration by the Union, provided the appeal is in writing and made within ten (10) days that the City Manager's answer was given or was due, whichever is later. The written grievance as submitted to the Employer in Step II, shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing.

After a timely request for arbitration, the parties will meet within ten (10) workdays and attempt to select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within the ten (10) workdays, the Union shall request a list of seven (7) possible grievance arbitrators from PERB. Upon receipt of the list, the parties' designated representative shall determine by lot, the order of elimination and thereafter each shall, in that order, alternatively strike a name from the list, and the seventh (7th) and remaining person shall act as the arbitrator. The fees and expenses of the arbitrator will be shared equally by the Employer and the Union. Each party shall pay its own costs of preparation and presentation of the grievance arbitration. The arbitrator's decision shall be final and binding on both parties.

Section 4. The time limits at any step of the grievance and arbitration procedure as set forth above, may be extended on a specific case basis, upon the mutual agreement of the Union and the Employer. Extensions of time limits will not be unreasonably denied by either party. If an answer is not appealed within the time limits provided and an extension has not been agreed to, the grievance shall be considered finally settled based on the previous answer, and the employee and Union shall be barred from appealing the grievance further. If an answer is not given to a written grievance within the time limit provided, and an extension has not been agreed to, the grievance shall be considered denied, and the grievance may be appealed to the next step.

Section 5. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon the Employer, the employee and the Union. Any decision rendered shall not be retroactive beyond the date on which the alleged grievance occurred.

## ARTICLE 12.

### Insurance

#### A. Health and Medical Insurance.

Section 1. The Employer shall maintain for each employee a health and medical insurance, policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. An employee may elect to cover the employee's family under the health and medical insurance policy under the terms set forth in the insurance policy.

Section 2. The Employer agrees to pay up to \$327.75 per month toward the premium cost of a health and medical insurance single policy. The Employer agrees to pay up to \$787.75 per month toward the premium cost of a health and medical insurance family policy in each year of the contract. The employee shall pay any deductible cost or coinsurance cost as set forth in the policy. The Employer agrees to reimburse the employee \$15.00 per office visit. The Employer agrees to continue the practice of funding the difference between the previous employee maximum out-of-pocket expense of five hundred dollars (\$500.00) per year for a single policy and one thousand dollars (\$1,000.00) for a family policy for the commercial policy the City purchases from the self-insurance fund. The City will pay the cost of any administrative fees for reimbursing the employees for the out-of pocket expenses. Maximum out-of pocket expense is defined as meaning both the deductible and the co-payment.

Section 3. The Employer guarantees the Union that the self-insurance account will be adequately funded to reimburse the employees in a timely manner.

The Employer shall provide periodic partial self-fund account balance and history information to the Union. This information shall be supplied to the Union upon request, or every six (6) months during the contract period. Partial self-fund account balances remaining at the end of any fiscal year shall remain in the account and be utilized to reduce partial self-fund contribution levels for future policy years.

Section 4. Coverage of an employee and family, if so elected, shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier, shall be made by the Employer and shall not be grievable.

Section 5. The Employer agrees to pay 100 % of the premium cost of a single dental insurance plan, outside the health insurance cap addressed in Section 2, for each employee. This dental plan will be the Blue Cross/Blue Shield Dental Plan II, Code 207, or equivalent. The employee may purchase a family plan that is available or may become available through this program by paying the difference in costs between a single plan and the family plan.

#### B. Life Insurance.

Section 1. The Employer shall maintain a group term life insurance policy for each full-time employee



*in the face amount of Ten Thousand Dollars (\$10,000.00) at no cost to the employee.*

Section 2. Coverage of an employee shall begin as set out in the policy, and coverage will be in accordance with and to the extent provided under the terms of the policy.

Section 3. The employee may purchase additional life insurance at the employee's cost in accordance with and to the extent provided under the terms of the policy.

### ARTICLE 13

#### Health and Safety/Uniforms

Section 1. The parties agree that maintaining a safe and healthy work environment is a common goal and agree to cooperate in achieving a safe and healthy work environment. The Employer agrees to maintain its facilities, vehicles and equipment in compliance with applicable federal, state and local laws. The Union and the employee agree to cooperate in maintaining Employer policies, rules and regulations as to health and safety and agree to cooperate in the maintenance of all facilities, vehicles and equipment to ensure compliance with federal, state and local laws.

Section 2. The Employer shall be responsible for providing safety or protective clothing and equipment, which the Employer requires the employee to wear or to use, including the following: lineman's gloves, hard hats, hard hat liner, earplugs, leather work gloves, rubber boots, rain gear and safety glasses. The Employer will pay for the cost of prescription safety glasses, but the cost of the eye examination shall be the employee's responsibility. The equipment and safety and protective clothing furnished to the employee shall be in safe work order, and the employee agrees to use such equipment and clothing properly for its intended purpose and return it to the Employer in the same condition as received, normal wear and tear excluded.

Section 3. Safety or protective clothing and equipment furnished by the Employer shall be used properly and the employee shall return to the Employer such clothing and equipment at such time as the employment is terminated.

Section 4. The Employer shall provide each employee with four (4) summer shirts and four (4) winter shirts with the City emblem per year. The Employer shall provide each new employee with five (5) summer shirts and five (5) winter shirts with the City emblem. The Employer shall provide each employee with one (1) winter coat with the City emblem on it or one (1) pair of steel toed boots with either not to exceed the amount of \$75.00 during the period of this contract. The choice of the item is up to the employee. Only the front office personnel may be provided one (1) additional shirt instead of a coat or boots if they choose. Winter coats provided to the Electric and Gas Department personnel shall meet OSHA standards for flame retardation. The employees shall be responsible for all other work clothing, except safety or protective clothing required by the Employer and equipment described herein. The employee is responsible for the care of this clothing. Any additional work shirts will be provided to the

employee at the employee's cost. Clothing provided herein shall be worn at all times when on duty. Modifications to clothing provided herein are not allowed except as may be required to fit.

Section 5. Employees are expected to work safely, wear required safety equipment at all times, observe all safety rules and regulations, and keep the work place neat, clean and free from hazards.

#### ARTICLE 14. General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City. An employee shall be paid for time actually spent in training or educational programs required by the Employer. The amount of reimbursement for expenses shall be in accordance with the then current City policy on reimbursements, including tuition, lodging, meals, required instructional materials and mileage, if applicable. Reimbursements shall only be provided upon the presentation of paid receipts.

Section 4. Personal car mileage reimbursement shall be \$.31 per mile when the employee is required to use his/her personal vehicle.

Section 5. Any work rules established by the Employer may not conflict or alter the terms of this Agreement. Newly established work rules or amendments to existing work rules shall be in writing and provided to the Union prior to the effective date. The right of the Employer to establish work rules or the reasonableness of the work rules shall not be grievable.

Section 6. The Employer agrees to allow the Union to utilize a portion of the existing space next to the time clocks, for posting information to the employees.

Section 7. There shall be established a Labor Management Committee. It shall be the mission of the committee to understand and address issues of concern to either party creating a harmonious working environment by increasing the flow of meaningful communications resulting in constructive recommendations. Regular meetings will be monthly as needed on the second Tuesday at 5:00 p.m. at the call of the chair. However, any two (2) members may request an additional meeting by notifying the chair of their request and the chair will call the meeting with a minimum of ten (10) days' notice. The meetings may last up to two (2) hours and will be held at Tipton City Hall in the old council chambers. The committee will be comprised of three members of the bargaining unit appointed by the union and two members appointed by the city manager (one of which will be a council person) and the city manager who shall serve as chair of the committee. A quorum shall exist when two members from management and two

members from the union are present and at least one member from each side is a regular member of the committee. Each party may designate alternates to serve on the committee when a regular member is absent. Visitors will be allowed to attend committee meetings only when approved by committee consensus. The facilitation of meetings will rotate between labor and management every other meeting. The Chair will not serve as facilitator. Each party will designate the facilitator at the meeting preceding the assignment. Minutes will be taken and distributed by the party not providing the facilitator. Agenda issues should be submitted to committee members in writing with a brief explanation of the issue at least eleven (11) days in advance of a scheduled meeting. Each party will prioritize its issues using a method developed by consensus within that party. The prioritized issues will be submitted to the facilitator by each party. The facilitator will generate the committee's agenda by alternating issues by priority from the lists provided by the parties. The first item on the agenda will alternate each meeting between labor and management with labor having the first item at the first regular meeting. The facilitator will distribute the committee's agenda to the other committee members at least seven (7) days prior to a scheduled meeting by placement of the agenda in an envelope in the employee's mailbox at City Hall or by mailing the agenda to the committee member if it is requested. Decisions of the committee will be made by consensus.

#### Ground Rules

1. There will be no discussion of active grievances.
2. There will be no bargaining of issues covered by specific contract language.
3. Nothing stated in a meeting or in the minutes can be used by either party in a grievance hearing or any other legal procedure.
4. Decisions, recommendations or projects coming out of the committee belong to the Committee and not to either labor or management.

### ARTICLE 15.

#### Performance Evaluations

A performance evaluation of any employee by the Employer shall be fair and reasonable. The evaluation will be discussed with the employees. Employees shall be required to sign the evaluation as evidence of its receipt, but will not necessarily signify agreement with the evaluation. A copy of the evaluation will be provided to the employee if requested by the employee. An employee may respond to the evaluation in writing within five (5) days of receiving the evaluation. The employee's response will be attached to the evaluation. Each evaluation will be placed in the employee's personnel file.

ARTICLE 16  
Job Classifications

The Union and the employer agree that a review and revision of all job classifications and job descriptions would be in the best interest of operational efficiency. To accomplish this a joint committee of three (3) Union members and three (3) representatives of management will meet, discuss and develop job descriptions and if determined necessary new job classifications. This goal is to have this work completed by September 15, 2003. The Union members will be in pay status for this work, unless, this project is undertaken by the Labor Management Committee after normal duty hours.

ARTICLE 17  
Wages

Section 1. Effective July 1, 2002 for purposes of pay only, the following job classifications shall be combined and renamed as City Worker I: Refuse Collector, Garbage Truck Driver, City Worker II: Equipment Operator; Account Clerk: Account Clerk, Clerk. Other classifications will remain unchanged. Two additional classifications are created: Gas Operator and Electric Technician.

Effective July 1, 2006 the regular rate of pay for each Job Classification is set out in Exhibit A, which is attached hereto and by this reference made a part hereof. Employees will receive a rate increase of fifty (.50) cents per hour July 1, 2006 and a rate increase of fifty (.50) cents per hour July 1, 2007. New employees, except apprentice line person, will receive a starting wage of not less than 80% of the regular rate of pay for their classification and will receive 100% of the rate of pay for their classification by the end of the first year of employment.

Section 2. Any employee whose pay is in dispute shall have the right to examine at reasonable times the time sheets and other records pertaining to the computation of the pay of that employee.

Section 3. The standard payroll shall be paid biweekly. Payday will be every other Friday.

Section 4. The Apprentice Line Person program will be implemented under the conditions of Appendix B, which is attached hereto and by this reference made a part hereof.

Section 5. The Gas Operator Qualification program will be implemented under the conditions of Appendix C, which is attached hereto and by this reference made a part hereof.

Section 6. The Electric Technician Program will be implemented under the conditions of Appendix D, which is attached hereto and by this reference made a part hereof.

Section 7. Effective July 1, 2002 there shall be a differential pay rate of fifty (.50) cents per hour for any employee for actual hours spent on the garbage and recycling routes.

ARTICLE 18  
Effective Period

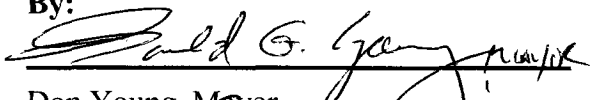
Section 1. This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 20 day of June 2006.

CITY OF TIPTON, IOWA

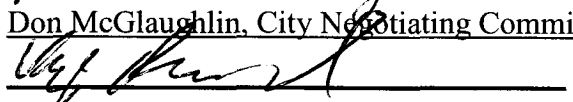
UNITED ELECTRICAL, RADIO AND MACHINE  
WORKERS OF AMERICA,  
LOCAL 893 IOWA UNITED PROFESSIONALS

By:

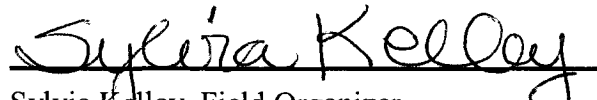
  
\_\_\_\_\_  
Don Young, Mayor

  
\_\_\_\_\_  
Doug Boldt, City Manager

  
\_\_\_\_\_  
Don McGlaughlin, City Negotiating Committee

  
\_\_\_\_\_  
Virgil Penrod, City Negotiating Committee

By:

  
\_\_\_\_\_  
Sylvia Kelley, Field Organizer

  
\_\_\_\_\_  
Kelly Gynn, Union Negotiating Committee

  
\_\_\_\_\_  
Neil Gaunt, Union Negotiating Committee

  
\_\_\_\_\_  
Konnie Daufeldt, Union Negotiating Committee

APPENDIX A  
JOB CLASSIFICATIONS AND PAY SCALE

<u>Job Classification</u>	<u>7/1/06</u>	<u>7/1/07</u>
Account Clerk	12.64	13.14
City Worker I	13.71	14.21
City Worker II	14.21	14.71
Power Plant Operator	20.34	20.84

Gas Operator	14.21	14.71
Step I	14.71	15.21
Step II	15.21	15.71
Step III	15.71	16.21
Step IV	16.21	16.71

Journey Line Person	20.34	20.84
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<u>Apprentice Line Person</u>		<u>Percentage of Journey Line Person</u>	
0-6 month	75%	15.26	15.63
7-12	76.25	15.51	15.89
13-18	77.50	15.76	16.15
19-24	80	16.27	16.67
25-30	82.5	16.78	17.19
31-36	85	17.29	17.71
37-42	87.5	17.80	18.24
43-48	90	18.31	18.76

Electric Technician	13.71	14.21
Step I	14.14	14.64
Step II	14.57	15.07
Step III	15.01	15.57
Step IV	15.85	16.35

APPENDIX B  
ELECTRIC APPRENTICE PROGRAM

The City of Tipton, Iowa and United Electrical, Radio and Machine Workers of America, Local 893 Iowa United Professionals agrees as follows:

Electric Apprentice Program

An Apprentice Line person Program is hereby established for the Electric Department of the City of Tipton. The Union and the City of Tipton recognize the importance of an Apprentice Lineperson program for the City of Tipton.

The oversight of this program will be administered by a joint Apprenticeship Committee. The Apprenticeship Committee shall consist of 5 members. The Electric Department Head shall chair the Committee. The balance of the committee shall consist of up to two members appointed by management and two members appointed by the Union. The Chairperson shall not vote on any question before the committee except to break a tie vote.

On-the-Job training requirements of this program will be provided by the city of Tipton. Other training requirements of this program as required by law will be provided through the IES/IBEW Joint Training program.

The Union and the City of Tipton mutually agree that the value of this Apprentice Training Program is \$6,000. Should the employee's previous training and experience indicate that the Apprentice Training Program need not start at step one, the value of this program will be prorated for the percentage of the apprenticeship remaining with the City of Tipton. The City of Tipton shall pay 100% of the cost of the apprenticeship training and 100% of any other out of pocket expenses.

Should the employee resign from the apprentice training program, resign employment with the City of Tipton or the employee be terminated for just cause during the training period or within three years following completion of apprentice training, he/she will reimburse the City of Tipton for the training expenses the City has incurred at the following rate:

- A. 100% if less than 1 year has been completed as a line person with the City of Tipton.
- B. 66.67% if more than 1 year but less than 2 years has been completed as a line person with the City of Tipton.

C. 33.33% if more than 2 years but less than 3 years has been completed as a line person with the City of Tipton.

D. After 3 years as a line person with the City of Tipton, no obligation for reimbursement remains under this training program.

The City of Tipton shall reimburse each employee for his/her Journey person or Master License fee. The City will also be responsible for any approved or authorized renewal cost of the license.



APPENDIX C  
GAS OPERATOR QUALIFICATION PROGRAM

A Gas operator Qualification program is hereby established for the Natural Gas Department of the city of Tipton. The Union and the City recognize the importance of a Gas operator Qualification Program for the City.

The oversight of this program will be administered by a joint Operator Qualification committee. The Operator Qualification committee shall consist of five (5) members. The Gas Superintendent shall chair the committee and the balance of the committee shall consist of two members appointed by the city and two members appointed by the Union. The Chairperson shall not vote on any question before the committee except to break a tie vote. It shall be the responsibility of the committee to review the progress of the employee toward the completion of the Qualification program and approve movement of the employee through the steps of the program.

The City will provide on-the-job training requirements for this Gas Operator Qualification with additional training requirements of this program, as required by Federal Law, provided through the Iowa Association of Municipal utilities (IAMU) joint training program.

The Union and the City mutually agree that the value of this Gas Operator Qualification program is \$3,000. Should the employee's previous training and experience indicate that the Operator Qualification program need not start at step one for this employee, the value of this program will be prorated for the percentage of qualification remaining and provided through the City of Tipton. The City shall pay 100% of the cost of the Gas Operator Qualification training and 100% of any out-of-pocket expenses associated with said training.

Should the employee resign from the operator qualification program, resign from employment, or be terminated for just cause during the program or within three (3) years following completion of the operator qualification training, said employee will reimburse the City for training expenses at the following rates:

A. 100% if less than one year has elapsed following completion of the operator qualification training program.

B 66.67% if more than one year but less than two years has elapsed following completion of the operator qualification program.

C. 33.33% if more than two years but less than three years has elapsed following completion of the operator qualification program.

The City of Tipton shall reimburse an employee for any expenses related to the licensing or certification, including renewals for Gas Operator qualification.

APPENDIX D  
ELECTRIC TECHNICIAN

The City of Tipton (City) and United Electrical, Radio, and Machine Workers of America, Local 893 Iowa United Professionals (Union) agree as follows:

An Electric Technician Program is hereby established for the Electric Department of the City of Tipton. The oversight of this program will be administered by the Joint Apprenticeship Committee established in Appendix B.

The City will provide on-the-job training through its' Electrical Technician Training Program. The Union and City mutually agree that the value of this training program is three (3) thousand dollars. Should the employee's previous training and experience indicate that the training program need not start at step one, the value of this program will be prorated for the percentage of the training remaining and provided by the City of Tipton. The City of Tipton shall pay 100% of the cost of the training and 100% of any other out-of-pocket expenses.

Should the employee resign from the Electric Technician program, resign from employment with the City or be terminated for just cause during the program or within three (3) years following completion of the training, said employee will reimburse the City for training expenses at the following rates:

- A. 100% if less than one year has elapsed following the completion of the training program.
- B. 66.67% if more than one year but less than two years has elapsed following completion of the training program.
- C. 33.33% if more than two years but less than three years has elapsed following completion of the training program.

The City of Tipton shall reimburse an employee for any expenses related to the licensing or certification, including renewals for the Electric Technician.